



PATIENT AGREEMENT

This Patient Agreement (“Agreement”) is entered into as of this ____ day of _____, 20__ (“Effective Date”) between Campus Care M.D. PLLC (“Practice”) with an address of _____ and _____ (“Patient”) with an address of _____. Dr. Lisa Markman (“Physician”) delivers care on behalf of the Practice in accordance with the terms and conditions set forth in this Agreement.

Patient Information:

Name: _____

Date of Birth: _____

Email Address: _____

Mobile Phone: _____

Mailing Address: _____

Background

The Practice delivers primary care in a direct pay membership model (“Membership Program”). In consideration of the Membership Fees (defined below), the Practice agrees to provide the Patient with the Medical Services (defined below) in accordance with the terms and conditions set forth in this Agreement.

The Patient acknowledges and agrees to the statements made in the Patient Enrollment Form attached hereto as Appendix A.

1. **Membership.** Patient hereby agrees to enroll in the Membership Program as of the Effective Date. As a member of the Membership Program, Patient shall be eligible to receive those certain medical services described in Appendix B (“Medical Services”). While the Membership Program includes the Medical Services specified in Appendix B as of the Effective Date, the Practice reserves the right to modify the Medical Services provided under the Membership Program at any time in its sole discretion.

2. **Membership Fees.** The Membership Fees for the Membership Program are \$4,500.00 per year, which may be paid in full at the time of enrollment, or by an



automated monthly payment of \$375.00. Please indicate Patient's preferred method of payment below:

- a. Annually \$4,500.00
- b. Monthly \$375.00 automatically charged to credit card
- c. Monthly \$375.00 ACH automatically withdrawn from bank account

Unless this Agreement is terminated on or before any July 1 that occurs during the Term (defined below), the Patient will be billed for the then-current Membership Fees on the immediately following August 1 ("Renewal Date"). Patient will receive a renewal notice at least sixty (60) days prior to the Renewal Date. Patient agrees to pay the full invoice for the Membership Fees on the Renewal Date, or authorize the automated monthly payment selected above, which will occur on the Renewal Date and thereafter on the first day of each month for the following eleven (11) months.

New enrollment on or before the 15th of a month will be charged for the full month; new enrollment after the 15th of the month will be charged one-half (1/2) the monthly fee for such month. Patient authorizes the Practice to bill the Membership Fees in the manner specified above.

- a. **Nonpayment.** In the event that the Patient does not timely pay the monthly Membership Fees in full, the Practice may terminate this Agreement, in its sole discretion, in accordance with Section 6 below.
- b. **Payment Details.** It is the responsibility of the Patient to maintain correct and up-to-date payment information on file.
- c. **Changes to Membership Fees.** The Practice may increase or decrease the Membership Fees at any time in its sole discretion upon sixty (60) days prior written notice to Patient.
- d. **Non-Covered Services.** Patient understands and acknowledges that Patient is responsible for any charges incurred for health care services provided outside of the Practice including, without limitation, emergency room visits, hospitalizations, specialist care, imaging, lab tests performed by third parties, and medications prescribed by the Physician, but filled outside of the Practice.



The Practice strongly encourages Patient to maintain health care insurance during the term of this Agreement to cover services that are not provided hereunder.

3. **Non-Participation in Insurance.** Patient acknowledges that **THIS AGREEMENT IS NOT HEALTH CARE INSURANCE**, does NOT meet the insurance requirements of the Affordable Care Act, and is not a substitute for health care insurance or other health care coverage. This Agreement will not cover hospital services, nor any services not provided by the Practice pursuant to Appendix B. The Patient further acknowledges that the Practice has advised the Patient to obtain and/or keep in force such health care insurance policies or plans that will cover Patient for general health care costs. This Agreement is for ongoing direct pay primary care and acute care only; the Patient may need to visit the emergency room or urgent care from time to time. Physician will endeavor to be available during the hours specified in Appendix B via phone, email, text, and/or video conference, however, Physician does not guarantee 24/7 availability.

4. **Third Party Payors; Taxes.** Patient acknowledges that the Medical Services provided in this Agreement are not covered by health care insurance, Medicare, Medicaid, or any other third party payor and neither the Practice nor Physician participate in any health care insurance plans and have opted out of Medicare. Accordingly, Patient agrees that it shall not submit Membership Fees to health care insurance companies, nor any other third party payor, for reimbursement. Membership Fees cannot be paid for with tax advantaged savings accounts, such as health savings accounts (HSA), flexible spending accounts (FSA), health reimbursement arrangements (HRA) or similar programs.

5. **Designated Physician.** Medical Services will be provided by the Physician in accordance with this Agreement, provided, however, Patient understands that the Physician may not be available from time to time and that Physician may designate, on a temporary basis, a covering physician ("Covering Physician") who will be allowed access to the Patient's medical history and course of care to attend to the Patient's medical needs. Covering Physician will be available to provide the Medical Services, including answering questions via phone, email, text, and/or video conference.



6. **Term; Auto-Renewal; Termination.** The initial term of this Agreement shall be for one year commencing on the Effective Date (“Initial Term”) and will be automatically renewed each anniversary of the Effective Date for an additional year (each, a “Renewal Term,” and together with the Initial Term, the “Term”). Either party may decline to renew this Agreement upon written notice to the other party not less than thirty (30) days prior to the commencement of the then-current Renewal Term.

- a. **Termination by Patient.** Patient may terminate this Agreement at any time for any reason or no reason upon twenty-four (24) hours prior written notice to the Practice. Termination by the Patient shall be effective on the last day of the then-current calendar month. Membership Fees shall not be prorated for any terminal month, provided, however, if Membership Fees were pre-paid beyond the terminal month, then the balance of such pre-paid Membership Fees shall be prorated and refunded to Patient.
- b. **Termination by Practice.** Practice may terminate this Agreement upon twenty-four (24) hours prior written notice to Patient for any reason or no reason, including without limitation, the following:
 - i. Patient’s breach of this Agreement;
 - ii. Patient has an outstanding delinquent balance of \$100 or greater;
 - iii. Patient fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances; or
 - iv. Patient poses an emotional or physical danger to our staff.

In the event that Practice terminates this Agreement without cause, the Practice shall prorate and refund any pre-paid Membership Fees to Patient.

- c. **Automatic Termination.** This Agreement automatically terminates upon the death of the Patient or the Physician or the dissolution of the Practice.



- d. **Effect of Termination.** Upon termination of this Agreement pursuant to Sections 6.a., 6.b. or 6.c., the Practice shall comply with all rules and regulations of the State of Michigan regarding the provision of emergent care for thirty (30) days after termination. Upon any termination of this Agreement, the Practice will cooperate in the transfer of Patient's medical records to any new medical provider designated by Patient in writing.
7. **Reinstatement.** In the event the Patient terminates this Agreement, Patient shall be ineligible to re-enroll in the Membership Program for a period of six (6) months unless Patient pays a reinstatement fee of \$700.
8. **Independent Medical Judgment.** Notwithstanding anything to the contrary contained in this Agreement, Physician retains full and free discretion to, and the Physician shall, exercise her professional medical judgment on behalf of the Patient with respect to Medical Services rendered to Patient. Nothing in this Agreement shall be deemed or construed to influence, limit or impact in any way Physician's independent medical judgment with respect to the provision of Medical Services to Patient by Physician or Practice.
9. **Amendments.** Practice may amend this Agreement from time to time in its sole discretion and with immediate effect upon written notice to Patient. In the event Practice amends this Agreement, such amended terms shall govern. Notwithstanding the foregoing, Practice may increase or decrease the Membership Fees or modify the Medical Services provided hereunder from time to time in its sole discretion, provided, however, Practice shall give Patient sixty (60) days prior written notice of any change in Membership Fees or Medical Services. If Patient does not consent to the amended terms, Patient may terminate this Agreement in accordance with Section 6.a.
10. **Non-disparagement.** Patient shall not directly or indirectly issue or communicate any public statement, or statement likely to become public, that maligns, denigrates or disparages the Physician, Practice, or the Practice's officers, directors, members, employees, contractors or agents. For the avoidance of doubt, the restrictions contained herein shall not be deemed violated by a truthful response to any legal process or governmental inquiry or investigation.



11. **Indemnification.** Patient agrees to indemnify, defend and hold the Physician, Practice, and the Practice's officers, directors, members, employees, contractors and agents harmless from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, and attorney fees, arising out of Patient's breach of this Agreement.

12. **Entire Agreement.** This Agreement, including each of the attached Appendix A, Appendix B, and Appendix C, which are hereby incorporated into this Agreement as though fully restated herein, constitutes the entire understanding between the parties hereto relating to the matters herein contained and shall not be modified or amended except as provided herein.

13. **Governing Law and Venue.** This Agreement shall be construed, governed, interpreted and enforced in accordance with the substantive and procedural laws of the State of Michigan without reference to principles of conflict of laws. Additionally, the parties hereto irrevocably consent to the exclusive jurisdiction of any state or federal court of competent jurisdiction located in the County of Washtenaw, State of Michigan in connection with any actions or proceedings arising out of this Agreement.

14. **Severability Clause.** If any provision of this Agreement is declared invalid or illegal for any reason whatsoever, such provision will be amended to the extent necessary to be enforceable, and the remainder of this Agreement will remain in full force and effect as originally written.

15. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing, and shall be addressed to the appropriate party at the address first specified above, or such other address as may be specified by such party in writing in accordance with this Section 15, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) three (3) calendar days after mailing, if mailed by first class certified or registered mail, postage prepaid, return receipt requested.

16. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient further acknowledges having had a reasonable time to seek legal advice regarding this



Agreement and that Patient is satisfied with the terms and conditions of this Agreement.

17. **Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are for convenience only and shall not limit, broaden or qualify the text.

18. **Reimbursement Services Rendered.** If this Agreement is held to be invalid for any reason, and the Practice is required to refund Membership Fees, Patient agrees to pay the Practice for an amount equal to fair market value of the Medical Services received during the time period for which the refunded Membership Fees were paid.

19. **Assignment.** Neither this Agreement nor any rights provided under it may be assigned or transferred by the Patient to any other party.

20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of both the Practice and the Patient and their respective successors, heirs and legal representatives.

21. **Electronic Signature.** This Agreement may be executed either electronically or by handwritten signature. Either method shall constitute a legal signature and indicates that the party understands and agrees to the terms of this Agreement.

[Remainder of page left blank intentionally]



IN WITNESS WHEREOF Patient and Practice agree to the terms of this Patient Agreement as of the date first set forth above.

Patient Name: _____

Patient Signature: _____

Campus Care M.D. PLLC

By: _____

Name: _____

Its: _____

Guaranty

The undersigned guarantor (“Guarantor”) agrees to guaranty payment of all Membership Fees and any other fees or charges that may arise under the Patient Agreement. Guarantor further agrees that, if Patient fails to make a payment due under the Patient Agreement, Guarantor will be jointly and severally liable for making any such payments without notice or demand and that Practice is authorized to pursue and collect such payments from Guarantor without need of first pursuing or collecting such payments from Patient.

Guarantor Name: _____

Guarantor Signature: _____



Appendix A

Patient Enrollment Form

Patient acknowledges and agrees to each of the following (initial each):

- _____ This Agreement is for ongoing primary care and is NOT a medical insurance or health care insurance agreement.
- _____ I do NOT have an emergent medical problem at this time.
- _____ In the event of a medical emergency, I agree to call 911 first.
- _____ I do NOT expect the Practice to accept or file any third party insurance claims on my behalf.
- _____ I do NOT expect the Practice to prescribe chronic controlled substances such as opioids or benzodiazepines.
- _____ In the event I have a complaint about the Physician or the Practice, I will first notify the Practice directly.
- _____ This Agreement (without a “wrap around” compliant insurance policy) does not meet the individual insurance requirement of the Affordable Care Act.
- _____ I am enrolling in the Practice voluntarily.
- _____ I may receive a copy of this Agreement upon request.
- _____ This Agreement is non-transferable.

[Remainder of page left blank intentionally]



Appendix B

Medical Services

The following are the Medical Services included under this Agreement (as determined by the Physician to be medically appropriate):

- Same day or next day in person or virtual appointments Monday through Friday 9:00 a.m. - 7:00 p.m.; exceptions on an as-needed basis (excluding public holidays).
- Weekend appointments on an as-needed basis.
- Home visits.
- Telehealth telephone consultations.
- Wellness exams.
- Sports physicals.
- Ongoing primary care for chronic conditions including, but not limited to, asthma, allergies, eczema, anxiety, depression, headaches, abdominal pain, fatigue and established diagnosed ADD/ADHD.
- Acute health care management.
- In office testing: strep, flu, Covid and urinalysis.
- Procedures: staple and suture removal.
- Follow-up wound care.
- Medications: Some prescriptions and over-the-counter medications will be available at visits for wholesale costs, for example, antibiotics, antiemetics, antipyretics and antihistamines. Controlled substances and antidepressants may be prescribed, but will not be dispensed in office.
- Written notes for work or school excused absences when ill.



- Coordination of care with medical specialist to whom the Patient is referred.
- Hospital coordination in the event that Patient is admitted to the hospital or is seen in a hospital emergency department.
- After-hours availability is not guaranteed. This Agreement is for ongoing primary care and acute care; not emergency care. Physician will make reasonable efforts to see Patient on an as-needed basis after-hours, if available.
- Access to Physician by phone or text (with HIPPA compliant phone number) seven (7) days per week from 8:00 a.m. – 10:00 p.m. Communication sent after 10:00 p.m. will be addressed the following morning.
- Patient will receive a cell phone number to reach Physician. Physician will respond as soon as possible to texts and phone calls, but does not guarantee an immediate response.
- In the event of an emergency if a Patient cannot speak to the Physician immediately, the Patient should call 911 or go to the nearest hospital emergency room. Patient should always call 911 for emergencies.
- Patient will be given Physician's email address to which non-urgent communications may be addressed. Such communications shall be dealt with by the Physician in a timely manner. Patient understands that email should never be used to access medical care in the event of an emergency or one that could develop into an emergency.
- The Physician may not be available, from time to time, due to vacation, sick days and other similar situations to provide the Medical Services referred to above. Patients will be made aware as soon as possible about physician absence. During such time, Patient calls will be directed to Covering Physician for telephone consultations, telehealth visits and to answer questions. Patient will be given instructions on how to reach Covering Physician.
- This Physician is not a pain specialist and does not prescribe scheduled drugs other than stimulants for ADD/ADHD that have been diagnosed by a specialist. The Practice does not store or dispense controlled drugs in the office.



Appendix C

Electronic Communication

Unless otherwise advised in writing, Patient authorizes Physician and Practice to communicate with Patient regarding the Patient's protected health information ("PHI") by electronic communication ("EC") via the Practice's patient portal ("Patient Portal") and Patient's cell phone and email address provided by Patient on the first page of this Agreement. Email response will typically be within 24 hours during business days. Non-urgent emails received over the weekend will be addressed on Monday.

Electronic communication includes, but is not limited to, email, text (SMS, MMS, Instant Messaging) and audio or video conference chat. Patient acknowledges and agrees:

- a. EC may not be a secure medium for sending or receiving PHI.
- b. Although the Practice will make all reasonable efforts to keep EC with the Patient confidential and secure, Patient understands that the Practice cannot assure or guarantee the confidentiality of EC.
- c. Patient further understands that participation in the above means of communication is not a condition of membership in this Practice and that Patient has the option to decline any particular means of communication.
- d. At the discretion of the Physician, EC may be made a part of the Patient's permanent medical record.
- e. Patients will not use EC for communications regarding emergency and or urgent medical problems or other time sensitive issues. In the event of an emergency or a situation in which the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 or proceed to the nearest hospital emergency department.

Patient Initials



- f. Patient will use a designated phone number to call or text any PHI.
- g. Phone calls and text messages received during regular business hours will typically be addressed within 2-4 hours.
- h. Technical Failures: Neither Physician nor Practice will be liable to Patient for any loss, damage, cost, injury or expense caused by the use of EC in connection with this Agreement, including without limitation, resulting from:
 - i. A delay in response to Patient due to technical failures, including, but not limited to, issues with internet service provider, power outages, or failure of electronic message software;
 - ii. Failure of Physician/Practice to address EC due to failure of computers, computer network or faulty telephone or cable data transmission;
 - iii. Any interception of EC by a third party; or
 - iv. Patient's failure to comply regarding use of EC set forth in this Agreement.

Patient Initials